

FINANCE DEPARTMENT Purchasing and Contracts Division

CONFIRMATION FORM for RECEIPT OF RFP NO. 603160-13

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603160-13 RFP PAGES: 37

DESCRIPTION: HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:
Company Address:
City / State / Zip:
Name / Title:
Area Code/Phone Number:
Area Code/Fax Number:
Email Address:

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603160-13 HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

The RFP package is available as follows:

- Internet Visit the Clark County Purchasing and Contracts Division website at http://www.ClarkCountyNV.gov/Purchasing. Click on "Current Opportunities" and locate Document No. 603160 in the list of current solicitations.
- Mail Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **NOVEMBER 20, 2013** at **10:30 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst, at (702) 455-2729 no later than **TUESDAY, NOVEMBER 19, 2013**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **DECEMBER 16, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED: Las Vegas Review Journal NOVEMBER 14, 2013

GENERAL CONDITIONS

RFP NO. 603160-13

HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. <u>INTENT</u>

The OWNER is soliciting proposals for Inmate Health Care Services att he Clark County Detention Center.

SCOPE OF PROJECT

The OWNER is soliciting proposals from qualified PROPOSERS, to plan, supervise and provide Health Care Services to prisoners in the custody of the Sheriff on a 24 hours a day, 7 days a week schedule. The services will conform in applicable respects to the standards of the National Commission on Correctional Health Care and the American Correctional Associates except only as modified by these specifications. The health care must be equivalent to the usual and customary health care provided in the local community. See Exhibit 1, Scope of Work, for outline of work to be performed.

4. <u>DESIGNATED CONTACTS</u>

Questions concerning the scope of work and regarding the selection process for this RFP may be directed to Chetan Champaneri, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-2724, or email chetanc@ClarkCountyNV.gov by no later than 5:00 p.m. PST on November 29, 2013

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. <u>EVALUATION INFORMATION</u>

Proposals should contain the following information:

1. Cover Letter

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 20 and 21 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not.

2. Contact information Page

Include the legal name of the organization, name of the company officer or the designated agent empowered to contractually bind the organization, address, phone number, fax number, internet URL, primary and secondary contact persons, and primary and secondary contact person's telephone number, fax numbers, and email address.

3. Executive Summary

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the **PROPOSER** is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

The Executive Summary should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

4. Experience

Include a brief resume of all similar projects your firm has performed for the past_five years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

5. Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced.

Any assumptions.

Any constraints.

Proposed detail schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles. State why the PROPOSER is best suited to perform the services for this project.

6. Staff Qualifications, Availability and Staffing

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

The proposer should include in its Proposal a plan for staffing its health services delivery program, as follows:

The staffing plan shall be presented in a manner that permits easy recognition of the staffing levels and days and hours of coverage for each shift at each Tower. This may be done in the form of exhibits or attachments that are incorporated in the body of the proposal. The Plan should include, but not be limited to the following:

7. Transition Implementation Plan

The quality, breadth and depth of the Transition Implementation Plan are critical to the success of the contract start-up and the conversion from current provider.

Each Contractor must submit a comprehensive Transition Implementation Plan to describe activities during the sixty (60) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by the South Tower Bureau Commander. The Plan must address key aspects that are critical to the success of the transition such as: plans for external recruitment, interviewing and hiring; staffing coverage with sufficient licensed personnel; retention of current personnel as well as independent contractors; negotiation and execution of subcontractor agreements; development of facility policy and procedure, forms and manuals as well as site-specific job descriptions; continuity of pharmacy services and operations; availability of medical, dental and office supplies as well as related equipment; provider, hospital and specialty network development; start-up of personnel tracking/time and attendance monitoring to ensure timeliness of reports; computer hardware and software, any electronic medical record initiatives, compatibility with CCDC ITAG Inmate Management Systems, or any other programs or services unique to the Contractor.

The County will require performance guarantees and associated liquidated damages as part of the Contract. The performance guarantees will include, but not limited, to timely and accurate transition and implementation of the new contract. PROPOSER shall identify the performance guarantees and liquidated damages you propose for the Transition Implementation Plan requirements noted herein.

8. **Project Fee**

- 7.1. PROPOSER'S shall respond accordingly to the below service options and shall address each paragraph, a through f, below. PROPOSER'S response shall be clear and concise as to allow OWNER to evaluate the cost and determine the feasibility of each service option. OWNER will determine whether some or all the service options will be selected as presented below.
 - a. The base fee should cover all requirements, as identified in Exhibit 1 Scope of Work, for the Clark County Detention Center which consists of the three core security bureaus, North Tower, South Tower, and the Central Booking bureaus. The Central Booking Bureau encompasses the first floor of the North and South Towers. The Towers are connected on the first floor and second floor levels. The North Tower Bureau encompasses the North Tower housing floors 2, 3, 5, 7, and 9. The North Tower houses approximately 1480 inmates. The South Tower Bureau encompasses the South Tower housing floors 2, 3, 4, 5, and 6. The South Tower Bureau houses approximately 1500 inmates.
 - b. The North Valley Complex (NVC) is a 1080 bed facility approximately 10 miles from the Clark County Detention Center. All cost for this facility should be outlined separately in the following fashion.
 - I. Staffing proposal, operating cost, and detailed description of the acceptable inmate acuity level when the 30 day average inmate population is fewer than 500.
 - II. Staffing proposal, operating cost, and detailed description of the acceptable inmate acuity level when the 30 day average inmate population is between 500 1080.
 - c. Treatment of inmate population at local hospitals and/or clinics.
 - I. The Proposer will be responsible for all cost associated with inmate receiving these treatments and will be authorized as at The Clark County Detention Centers representative to apply for any medical benefits that the inmate may be eligible for through Private Insurance, Medicaid, and the Affordable Care Act.
 - II. Electronic Medicaid Pre-Application & Discharge Plan, pursuant to state and federal mandates.

d. Mental Health Care

- Staffing plan and cost associated with Mental Health care should be delineated in the proposal.
- II. Proposal should identify not only the treatment plans from a medical and pharmaceutical perspective but from a therapeutic perspective as well.
- III. Proposal should provide for the effective on going coordination with the Mental Health Courts and State Mental Health providers to ensure effective continuity of care for all inmates while in custody and when transitioned back to the community.

- e. Fully functional Electronic medical records system
 - System will be compliant with all Federal, State, and Local laws governing the security
 of medical records. This includes full compliance with the Health Insurance Portability
 and Accountability Act (HIPAA).
 - II. Electronic records should have a comprehensive database design with reporting functionality to allow for standardize reports as well as ad hoc report development.

- III. Patient care should be paperless. All medical entries should be real time to ensure accuracy and confidentiality of information.
- IV. System should have ability to scan documents provided by other medical care providers such as hospital discharge instructions and treatment plans.
- V. Should also provide full tracking and documentation of all prescription medication.
- f. Contractor will provide a test database to allow for testing of interface of information from Jail Management System (JMS) to Contractor's Electronic Medical Records System.
- 7.2. PROPOSER shall provide the following staff in providing the services identified within Exhibit 1 Scope of work.
 - a. Full-time Health Services Administrator.
 - One (1) To administer the CONTRACTOR's program in all respects.
 - b. Full-time Physician Medical Director:
 - One (1) To supervise all health care and clinical matters, including medical, dental and mental health.
 - c. Full-time Physicians:
 - Three (3) -To provide physician services to inmates in the Clark County Detention Center in a timely manner.
 - d. Full-time RN Director of Nurses: One (1) To supervise all nurses.
 - e. Full-time Mental Health Program Manager.
 - One (1) To manage the operation of the mental health program.
 - f. Full-time Psychiatrist (Director):
 - Three (3) To supervise all Mental Health Matters
 Department of Justice (DOJ) requires one psychiatrist for every 150 mentally ill.
 - g. Full-time Dentist Five (5) days a week.
 - h. On-site Physician's Assistant and Nurse Practitioner positions that are in addition to all of the above.
 - The proposer should indicate what physician, physician's assistant and nurse practitioner
 positions will be filled in North Tower, South Tower, Booking, and the North Valley Complex
 and for each position identify whether full-time or part-time and the days and hours to be
 worked.
 - i. On-site Nurse coverage in addition to all of the above:
 - I. Charge Nurse 24 hours, in The North Tower, South Tower, Central Booking, and the North Valley complex.
 - II. RN coverage 24 hours each day of the week for North Tower, South Tower, North Valley Complex and Booking. Booking screening should have a minimum of two (2) EMT's, 24 hours a day, seven days a week. The EMT's will be responsible for the collection of evidence through blood draws when an officer is legally required to obtain it under Nevada Revised Statute or when the subject voluntarily provides it. This only applies to arrestee's being booking at the Clark County Detention Center.
 - III. RN minimum coverage at each shift at medical infirmary: One (1) whenever there is a patient occupying a bed during that shift.
 - IV. The plan also should identify all nursing coverage (all levels) at each Tower and Booking, noting the levels, full or part time, shifts and days to be worked (including weekends and holidays).
- 7.3. PROPOSER shall provide a Licensed Clinical Social Worker in the Mental Health Housing Units, psychiatric positions in Booking and Towers, 24 hours a day, 7 days a week.
- 7.4. PROPOSER'S Plan will include staff coverage for medical billing.

- 7.5. PROPOSER shall identify any other professional staff that will be on site (if any):
 - a. Dentists
 - b. Dental assistants and hygienists
 - c. Licensed pharmacy technician
 - d. Certified medical records personnel and Director, appropriate for maintaining records
 - e. Medical billing
 - f. Social worker as liaison with UMC, rehabilitative centers and aftercare
- 7.6. PROPOSER shall identify Mental health professional staff that will be on-site to provide care to patients in the mental health housing units and general population including Psychiatrists, Psychologists, Psychiatric Nurses, Licensed Clinical Social Workers, Clinical Social Workers, and intake area, 24 hours a day, 7 days a week, providing screening, group and individual counseling.
- 7.7. PROPOSER shall identify Non-professional staff that will be on site, administrative assistants, secretaries, records clerks, and other clerical personnel.

9. Financial Statement

Provide a statement that reflects the PROPOSER'S financial ability to complete this project.

10. **Documentation Samples**

Provide samples of the documentation formats that will be used to complete the project.

11. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

12. Credentials

The PROPOSER and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses.

13. Work Completed Locally

Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

14. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

15. Local Familiarity

Provide a statement as to local resources that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

16. Insurance

The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, PROPOSER must provide a statement that firm will comply with insurance requirements.

17. Disclosure of Ownership/Principals

Proposer must complete and submit the attached Disclosure of Ownership/Principals form with its PROPOSERS.

18. **Other**

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

9. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit one (1) clearly labeled original and five (5) copies of their proposal, including eight (8) CD copies of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery

Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4th Fl

Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway P.O. Box 551217

Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center Attn: Purchasing and Contracts, 4th FI 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

10. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

11. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

12. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

15. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

18. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

19. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

- 1. A business is physically located in unincorporated Clark County, Nevada.
- 2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- 1. A business is physically located outside of unincorporated Clark County, Nevada.
- 2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

20. CCDC GENERAL INMATE INFORMATION

See Exhibit 2, General Inmate Information, which provides information on the following: Medical Asset Detail, Formulary, Housing Classifications, Health Services Statistical Data, SOP – Medical/Dental Access and Medication Fee, and Medical Screenings and General Information.

21. CCDC SITE VISITS

CCDC site vests are available for the month or November and December, but no later than December 16, 2013, from 8:00 a.m. through 4:00 p.m., Monday through Friday. PROPOSERS interested in a site visit shall send their desired date and time request vie email to Chetan Champaneri at Chetanc@ClarkCountyNV.gov and Lieutenant Teel at W5911T@LVMPD.COM.

EXHIBIT 1

SCOPE OF WORK

I. DEFINITIONS

- A. <u>OWNER</u>: Clark County through its designated representatives as authorized by the Board of County Commissioners
- B. <u>CONTRACTOR</u>: The provider of the health care services including regular and emergency medical, dental, psychiatric consultation, preventive, pre-natal care and child delivery, hospitalization and related medical care
- C. <u>ADMINISTRATOR</u>: The Administrator is the Sheriff, his deputy or jailer as authorized by Nevada Revised Statutes (NRS) Chapter 211.030.
- D. <u>METRO</u>: The Las Vegas Metropolitan Police Department.
- E. <u>CCDC</u>: The Clark County Detention Center, located at 330 South Casino Center Boulevard, Las Vegas, CCDC includes three security bureaus, Central Booking, South Tower, and North Tower.
- F. <u>CBB</u>: The Central Booking Bureau Booked and released approximately 75,000 In Calendar year 2012. Houses between 150 to 300 inmates for 24 48 hours.
- G. <u>STB</u>: The South Tower Bureau 1497 beds with an approximately average daily population of 1430 inmates.
- H. North Tower Bureau 1487 beds an approximately average daily population of 1420 inmates.
- I. NVC: the North Valley Complex 1080 beds. Projected to average 1000 inmates.
- J. PRISONER: A person physically booked and in the physical custody of CCDC.
- K. <u>PEER REVIEW COMMITTEE</u>: A board of health care specialists not affiliated with the CONTRACTOR that will periodically review procedures, reports and medical care practices to ensure that the contract and minimum health care standards are met.
- L. <u>CUSTODY</u>: In the physical custody of the CCDC after completion of on-site booking.
- M. ABSENTIA BOOKING: A booking of a suspect who is not physically present at the CCDC.
- N. <u>NCCHC</u>: National Commission on Correctional Health Care.
- O. <u>ACA</u>: American Correctional Association.
- P. HSA: CONTRACTOR's Health Services Administrator.
- Q. <u>MEDICAL DIRECTOR</u>: Physician responsible for all facets of medical care within the facility.
- R. DON: Director of Nursing, who works directly for the HSA supervising nursing medical care.
- S. HIPAA II: Health Insurance Portability and Accountability Act of 1996, Title II, as amended.
- T. OSHA: Occupational Safety and Health Act of 1970.
- U. <u>CHRONIC CARE</u>: Providing a plan of care for those illnesses and health related conditions that at the time of identification are expected to require care for a period of time in excess of three (3) months. Examples of conditions that would require a chronic care treatment plan at the time of identification would include (but not limited to) medical diagnoses such as asthma, HIV, hypertension, diabetes, and tuberculosis; mental health diagnoses such as depression, schizophrenia, and bipolar disorder; and situational conditions such as developmental disability, amputee, and pregnancy.

V. ACUITY: The level of severity in reference to particular illness or population of patients. The acuteness of a facility where medical care is delivered is perhaps one of the most important parameters considered within today's patient classification systems. Acuity levels are designed to serve as guidelines for the allocation of supplies, equipment, and healthcare workers in order to justify the levels of resources required for the delivery of adequate medical care. Staffing decisions made with acuity levels in mind, aid administrators in predicting long-range projections in reference to their staffing needs and their budgetary responsibilities.

II. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL SCOPE OF WORK

- 1. OWNER hereby grants CONTRACTOR, as an independent contractor, the exclusive right to provide, and CONTRACTOR agrees to provide, health care consistent with standards of care in the community required by prisoners in the custody of the Sheriff as provided in NRS Chapter 211.140.
- CONTRACTOR agrees to organize, conduct and be responsible for a complete medical and dental care delivery system which will render required health care 24 hours a day, 7 days a week, to all prisoners. CONTRACTOR's responsibility as to each prisoner includes:
 - I. Treatment for injuries incurred by a prisoner while in custody of the CCDC;
 - II. Treatment for any infectious, contagious or communicable disease, which the prisoner contracts while in custody; and
 - III. Treatment for pre-existing illnesses or injuries will only be the responsibility of the CONTRACTOR as described in Section II, B.
- 3. Pre-existing conditions subsequent to arrest will be the responsibility of the CONTRACTOR.
- 4. Pre –existing conditions unrelated to arrest will be responsibility OWNER.
 - If treatment can be provided at the CCDC or NVC facility the CONTRACTOR will provide this care as part of the contract and there will be no additional charge to the OWNER.
 - II. If care must be provided at a hospital, clinic, rehabilitation, or long term care facility in the community the OWNER will be responsible for the cost.
- 5. CONTRACTOR will be responsible for reviewing all bills resulting from medical care outside of the the CCDC.
 - CONTRACTOR will determine responsibility of the cost, Contractor or OWNER.
 - II. CONTRACTOR will pursue all insurance options both private and government. All insurance option to include Medicaid will be determined and billed as appropriate.
 - III. Monthly reporting of these activities will be provided to OWNERS satisfaction.
 - IV. OWNER reserves right to have all documentation of these monies audited at OWNERS cost.
- 6. Coordination for follow-up treatment for pre-existing illnesses or injuries previously treated prior to being in CCDC will be the responsibility of the CONTRACTOR.

B. <u>COMMENCEMENT OF CONTRACTOR RESPONSIBILITY:HOSPITALIZATION</u>

- 1. CONTRACTOR's responsibility for treatment commences upon an arrestee becoming a prisoner.
- 2. Transportation of a prisoner from the CCDC to a hospital (by ambulance) for health care shall be the responsibility of the CONTRACTOR.
- CONTRACTOR is not responsible for individuals who are placed into a hospital by any law enforcement agencies
 including, but not limited to, Metro, the U.S. Marshal's Office, out-of-state agencies. the city agencies of City of
 Boulder, Henderson, Mesquite, North Las Vegas and Las Vegas, the Nevada Highway Patrol and out-of-county
 agencies.
- 4. Individuals taken directly to a hospital and booked in absentia will be cared for by the hospital pursuant to a separate contract between the OWNER and the hospital, but will not be the responsibility of the CONTRACTOR.

The CONTRACTOR will pursue reimbursement through all available insurance options to include Medicaid.

- 5. CONTRACTOR agrees to provide registered nurses, licensed practical nurses and necessary health supplies to draw blood and collect urine tests from all prisoners required to take such tests in accordance with the requirement of NRS Chapter 484.393or any other applicable law which provides for such testing. OWNER will provide all related laboratory analyses at no cost to CONTRACTOR. OWNER will provide blood and urine collection kits.
- 6. CONTRACTOR's physician, or authorized medical personnel acting at their direction, shall review the condition of any prisoner confined in any isolation or segregation cell within 15 minutes of placement of the prisoner in such cell, and accordingly thereafter, consistent with required need and the standards of the NCCHC.

III. ACCESS AND CONDUCT OF CONTRACTOR'S PERSONNEL:

- A. CONTRACTOR shall remove from the CCDC any assigned employee who, in the sole opinion of the OWNER or Administrator, is not performing the services In a proper manner consistent with medical needs of the Inmates or the operational requirements of the CCDC. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the CONTRACTOR. OWNER or Administrator will notify CONTRACTOR in writing of any request for removal of an employee.
- B. CONTRACTOR shall, upon termination of any employee. Immediately provide written notice to the Captain of South Tower Bureau and Chief of the Metro Detention Services Division.
- CONTRACTOR shall be required to have all on-site staff cleared through the CCDC security check and security orientation.
- D. OWNER and Administrator reserve the right to conduct their own investigation, to the extent allowed by law, of any employee of CONTRACTOR assigned to provide services under this contract and to request any additional investigative background information from CONTRACTOR.
- E. OWNER and Administrator have the right to reject for service at CCDC any employee of the CONTRACTOR or its subcontractors, and to remove from the CCDC any person or firm employed or engaged by the CONTRACTOR when they deem it to be in the best Interest of the CCDC, or in the best interest of the successfulimplemen1ation of Its health care service. The privilege of entering or remaining on the premises of any secure facility under the jurisdiction of the OWNER and Administrator may be denied or revoked at any time.
- F. All CONTRACTOR employees and Sub Contractors will be required to pass the OWNERS background check in order to receive access into the facility. OWNER reserves to right to revoke access without notification for any reason and is not obligated to disclose the reason beyond it being necessary for the safe operation of the facility. CONTRACTOR shall provide for its employees and any subcontractor's employee entering and working on premises, the following information:
 - 1. Full name
 - 2. Nicknames
 - 3. Present telephone number(s)
 - 4. Place of residence for previous two (2) years
 - Social Security number
 - 6. Date of birth
 - 7. Place of birth
 - 8. Employment for previous number of years, as determined by OWNER or Administrator.
- G. Contractor will be responsible for cost, payment and management of off-site employee parking.

IV. MONITORING PERFORMANCE:

A. OWNER and Administrator will have the unfettered right to monitor the CONTRACTOR's work in every respect, including but not limited to quality, cost and the furnishing of services as agreed upon.

- B. CONTRACTOR will extend it & full cooperation to the OWNER and Administrator, and Insure the cooperation of its employees, agents and subcontractors with regards to the monitoring of its performance.
- C. CONTRACTOR will make available for inspection and/or copying when requested any and all records requested by the OWNER or Administrator, including but not limited to the following:
 - Original Inmate Medical Records
 - Sick Cell Logs
 - Time Sheets
 - Invoices
 - Statements
 - 6. Charge Slips
 - 7. Credentialing Statements
 - B. Performance Evaluations
 - 9. Continuing Education Records
 - 10. Training Records
 - 11. Records and Accounts relating to the CONTRACTOR's charges.
 - 12. Work and Performance under the contract.

V. STANDARDS AND ACCREDITATION:

A. <u>STANDARDS</u>

The health care services program is to meet all applicable Federal and State regulations and professional standards. Specifically included in this requirement are the most current standards of the NCCHC and the ACA.

B. <u>ACCREDITATION</u>

- 1. CONTRACTOR will meet all applicable standards of the NCCHC and ACA (American Corrections Association).
- 2. The CCDC is currently accredited by the NCCHC and the ACA. The CONTRACTOR shall perform all duties pursuant to this CONTRACT in a manner which does not jeopardize such accreditation.
- 3. CONTRACTOR is required to maintain accreditation and to provide evidence within six (6) months from the effective date of the CONTRACT that confirms the continuation of the NCCHC and ACA accreditation. Accreditation is to be maintained throughout the contract term and any extensions thereof. All NCCHC and ACA charges associated with obtaining and maintaining accreditation are to be borne by the CONTRACTOR.
- 4. Failure to maintain CCDC'S accreditation will require CONTRACTOR to pay fifty thousand dollars (\$50,000) in liquidated damages.

VI. TECHNICAL SPECIFICATIONS - ADMINISTRATION

A. MEDICAL RECORDS

- 1. CONTRACTOR will provide an Electronic Medical Records Systems.
 - I. The system will not rely on scanning documents as its primary means of creating an electronic record.
 - II. All activities should be recorded in the system at or near real time. The only documents that should be scanned are those provided by other medical providers such as EMT's, Paramedics, clinics, and local hospitals.

- III. The data from the system will be used to generate both standard and ad hoc reports to meet all reporting requirements of the contract.
- IV. The CONTRACTOR will provide all hardware, servers, switches, lap tops, and deSK desk top computers to effectively operate the SYSTEM in the OWNERS environment.
- V. The Owner will all access through OWNERS network to provide connectivity.
- VI. The OWNER's medical ADMINISTRATOR and DESIGNEE's will have access to create and print standard reports provided by from the SYSTEM.
- 2. The records shall include all findings and notations, including but not limited to:
 - I. Inpatient Status
 - II. Ambulatory Care
 - III. Chronic Illness Clinic Visits
 - IV. Mental Health Care
 - V. Dental Care
 - VI. Hospital Care
 - VII. Consultant-Specialist Services
- 3. Each record entry shall be understandable and include but not be limited to:
 - I. Entries readily identifiable as to author and professional title.
 - II. Date
 - III. Time of patient encounter and administration of care.
- 4. In addition to information that identifies the prisoner, the health record should further include, where applicable:
 - I. A problem list per NCCHC requirement
 - II. Information regarding prescriptions and administration of medications.
 - III. Completed screening form (includes Medical, Dental and Mental Health).
 - IV. Completed health assessment form (includes Medical, Dental and Mental Health) within 14 days of custody.
 - V. Annual health assessment (includes Medical, Dental and Mental Health).
 - VI. Diagnostic Reports
 - VII. Progress Notes
 - VIII. Consents and Refusal Forms
 - IX. Record of infirmary care per NCCHC requirement
 - X. Consultant-Specialist Reports
 - XI. Doctors' Orders
 - XII. Diagnosis and treatment for mental health conditions.
- XIII. Allergies or other treatment restrictions or alerts
- XIV. Special needs treatment plan

- XV. Other health care records as needed.
- XVI. Hospitalization information to include a discharge summary sheet.
- XVII. All other pertinent information that complies with requirements of NCCHC.
- XVIII. Electronic Medicaid Pre-Application & Discharge Plan, pursuant to state and federal mandates.
- 5. A separate inpatient record (or a separate section in the patient's regular [ambulatory) record} is to be created upon an inmate's admission to the infirmary or mental health unit. Upon discharge, a discharge summary is to be filed in the outpatient chart or the inpatient charting is to be merged into the patient's regular medical report.
- 6. All medical records, electronic and hard copy, including mental health and dental information, are the property or OWNER. The records are to be maintained on site, but may be stored off-site by the CONTRACTOR when the patient is no longer confined in the CCDC facility. The CONTRACTOR must comply with all federal and state laws governing confidentiality, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall comply with the requirements of HIPAA, including, but not limited to, entering into a Business Associate Agreement with Clark County and any other entity sharing protected health information about clients in the CCDC. Disclosure of medical records pursuant to a subpoena or court order will be in accordance with the Administrator's policies and applicable law.
- 7. CONTRACTOR shall provide, at its expense, medical record information when an Inmate is transferred to the custody of a federal, state or other local correctional facility, or to a state psychiatric institution. Depending on the requirements of each case, the medical record information required to be furnished by the CONTRACTOR will consist of a copy of the complete medical record or a summary of the record with pertinent information included.
- 8. CONTRACTOR will provide summaries or copies of the medical file of each prisoner to any facility to which the prisoner is transferred when written authorization by the prisoner is given for the transfer of medical record information, unless otherwise provided by applicable law. Medical record information will also be transmitted to specific and designated physicians or medical facilities in the community upon the written authorization of the prisoner or as required by NRS Chapter 211.040.
- 9. CONTRACTOR will implement procedures provided by Administrator requiring that inactive health and medical record files are retained as permanent records for a minimum of five (5) years after prisoner's release and that all other legal requirements for the retention of medical records are also followed.
- 10. CONTRACTOR acknowledges and agrees that all records required by this CONTRACT that are developed, prepared or acquired by CONTRACTOR during the performance of services under this CONTRACT including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, specifications, manuals, maps, models, photographs, policies, procedures and reports (hereinafter collectively called documents") will immediately become the property of the OWNER and Administrator. CONTRACTOR will treat all documents as confidential and not disclose them to the public at any time without the prior written approval of the Administrator. Administrator will not disclose or direct CONTRACTOR to disclose information entitled to protection without authorization or due process by law. Administrator will be allowed to disseminate copies of these documents, as they deem necessary and appropriate in accordance with applicable law.
- 11. CONTRACTOR agrees that all medical personnel, supplies, equipment and facilities utilized by CONTRA CTOR in providing medical care services to prisoners in the care and custody of Administrator may be subject to search and/or inspection by the Administrator, or his designee. Such search and/or inspection may be conducted without notice at any time.
- 12. CONTRACTOR will be fully responsible for protection of keys furnished and will also be responsible to see that the medical areas are properly locked upon completion of the work, if such action is directed by the Administrator. If the key(s) allotted to CONTRACTOR or its employees become lost or stolen, OWNER and Administrator reserve the right to have the corresponding locks rekeyed and a sufficient number of keys reissued to all involved personnel at CONTRACTOR's expense.
- 13. CONTRACTOR agrees to ensure that a Responsible Physician employed by CONTRACTOR maintains staff privileges at a hospital where prisoners will be treated or cared for.
- 14. CONTRACTOR agrees that during an emergency, other than an emergency which is solely medical in nature, the Administrator will have direct control over all officers, employees, agents and vendors associated with CONTRACTOR who are within the CCDC.

- 15. Regular And Emergency Contact:
 - I. CONTRACTOR will provide and staff a local business office.
 - II. CONTRACTOR will provide a local phone number for emergency and regular contact by OWNER, Administrator or their designee. Said number will have a 24-hour per day, 7-day per week answering service.
- 16. CONTRACTOR and its employees will at all times cooperate with the District Attorney's Office, or any other attorneys representing OWNER or Administrator in any legal action, including providing records, testimony or other evidence when requested.

B. DOCUMENTATION

- In addition to keeping complete and accurate electronic medical/dental/mental health records, the CONTRACTOR is expected to maintain in an orderly and accessible manner, documentation concerning the operation of the health services program.
- 2. Documentation will include, but not be limited to: evidence of formal completion of proper orientation program
 - I. A compilation of current policies and procedures.
 - II. Manuals and Operational Guides.
 - III. Nursing Protocols
 - IV. Health Grievances Records
 - V. Copies of credentials including:
 - 1) Special Licenses and Certifications
 - 2) Job Descriptions
 - 3) Records of professional staff continuing education credits.
 - In-service orientation and continuing education course attendance for the professional health services staff.
 - Administrative meetings that deal with administrative, staff education, infectious disease and quality improvement matters.
 - 6) Record of program sessions.
 - 7) Record of therapy sessions.
 - 8) Record of physician chart reviews.
 - 9) Sick Call Logs
 - 10) Dental logs and records of treatment.
 - 11) Inventories and counts of medications including controlled drugs and needles and sharps.
 - 12) Logs of segregation visits and first aid kit inspections.
 - 13) Health service disaster plan and critiques of drills that have been held.
 - 14) Special Diet Orders
 - 15) Recordings or other documentation of communications and actions concerning matters important to the proper management of a health care delivery system.

C. POLICIES AND PROCEDURES

- 1. A complete Policies and Procedures Manual will be maintained and updated yearly.
- 2. At a minimum, the manual will state an established policy for each health services activity and the defined procedure for carrying out that activity.
- 3. The Policies and Procedures Manual must be signed off by the CONTRACTOR, Medical Director and the Captain of South Tower Bureau, and dated and reviewed at least annually.
- 4. At a minimum, an updated copy of the applicable Policies and Procedures manual and nurses protocols shall be in the clinic area. In addition, a copy of the manual shall be furnished to the OWNERS designated Medical Contract Administrator, Administrative Lieutenant, Medical Liaison Officers and Policies and Procedures.

D. QUALITY ASSURANCE / QUALITY IMPROVEMENT

- 1. CONTRACTOR shall institute a program of Continuous Quality Improvement (CQI) and Professional Peer Review at each Tower which will include, but not be limited to, audits and medical record review. Physician peer review shall occur quarterly by physician, nurses and psychiatrists at the CONTRACTOR's expense outside of the contract. The CONTRACTOR must provide documentation that a CQI Program is in place which Includes monthly meetings of the CQI committee. The CQI program must include both process and outcome studies and must cover all aspects of care provided. The CQI program must use multi-disciplinary committees. Mortality review and evaluation of off-site care must come under the scope of the CQI program.
- CONTRACTOR shall establish a tracking system for off-site referrals including subspecialty and inpatient stays.
 The system must include non-urgent hospitalization, emergency hospitalizations and all emergency room evaluations. The system must track access to services as to their appropriateness and timeliness.
- 3. CONTRACTOR shall establish a mortality review process. Administrator must be informed immediately of any death regardless of circumstances. A preliminary report of the mortality review shall be submitted by the physician to the Captain of South Tower Bureau within 48 hours of the inmate death.
- 4. The medical staff will convene regularly with the Captain of South Tower Bureau and CCDC staff to discuss issues relevant to medical care at the CCDC. The Captain of South Tower Bureau or designee will serve as the designated chairperson. The meeting will generally occur monthly (unless waived by Administrator), but no less than ten (10) times per calendar year. Attendees will include CONTRACTOR's HSA and nursing supervisors.
- 5. CONTRACTOR will approve the contents, number and location of first-aid kits and crash carts. The contents of the first-aid kits and crash carts shall at all times meet first-aid needs as established by the American Red Cross. CONTRACTOR will inspect first-aid kits on a monthly basis and crash carts on a daily basis. CONTRACTOR will certify compliance consistent with administrative approval.

E. INFECTION CONTROL

- CONTRACTOR will maintain an Infection control program that monitors all CCDC staff and inmates for the incidence of Infections and communicable diseases and prevents the spread of such diseases. The program will include the filing of reports as required by applicable law.
- 2. The program will include:
 - a. Immunizations to be supplied and administrated by CONTRACTOR.
 - b. Appropriate care to prevent the spread of diseases.
 - c. Proper disposal of Infectious waste including:
 - 1) Needles
 - 2) Adherence to Center for Disease Control guidelines regarding universal precautions.

F. EDUCATION AND TRAINING- PATIENT:IN-SERVICE: CONTINUING EDUCATION:ORIENTATION

CONTRACTOR's program for training of health staff and providing health-oriented information to patients will
include the practice of proper orientation of all new health services staff, both as to security concerns and the
health services staff position. The CONTRACTOR will be required to develop and provide any and all training to
lts own staff and any employee of the CCDC who may have contact with protected health information as
mandated by HIPAA.

- 2. In addition, all health staff shall be required to furnish evidence of continuing education (CE) and currency in cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED), received either in-service onsite or through off-site educational and/or training opportunities. Adequate records of the CE accomplishments and CPR certifications shall be kept.
- CONTRACTOR will develop a program to provide health information to patients. The program will include, but is not limited to:
 - a. In-service Tapes and Pamphlets
 - b. AIDS Education
 - c. Avoidance of other communicable diseases.
 - d. Hygiene Care
 - e. Dental Care
 - f. Women's Health Concerns
 - g. Parenting Skills
 - h. Smoking Cessation
 - i. Behavior Management Education
 - j. Psychoanalysis Education
- 4. CONTRACTOR will cooperate with the Administrator in training all correctional personnel in the use of emergency care procedures and basic first-aid. Training will be equivalent to that established by the American Red Cross. CONTRACTOR will coordinate with the Administrator to make sure that a sufficient number (determined by each Bureau Commander) of correction officers are trained in areas including, but not limited to, basic life support, CPR, AED use, positional asphyxia and recognition of symptoms of the illnesses most common to the CCDC. Administrator is responsible for scheduling correctional staff for this training at a time mutually agreed upon by both parties.
- 5. This training will in no way substitute for or in any way diminish the CONTRACTOR's responsibility for immediate response and ultimate responsibility for any and all medical emergencies.

G. ORDERS AND PROTOCOLS

CONTRACTOR will use direct orders and protocols for the transmission of instructions for providing health services in those cases where such instructions are necessary as a communication between different staff levels. Standing orders are not to be used.

H. STATISTICS. DATA. INFORMATION

- CONTRACTOR will keep statistical data as to:
 - I. Inmate sick call requests.
 - II. Sick call encounters (non-physicians).
 - III. Sick call encounters by physicians and specialists.
 - IV. Administration of medications.
 - V. Infirmary stays and the length of stays.
 - VI. Mental health evaluation and treatment related data.
 - VII. Number of patients on psychotropic medications.
 - VIII. Hospital stays and the length of stays.

- IX. Off-site emergency visits.
- X. Off-site consultant specialty referrals.
- XI. Patients' major diagnosis breakdown (number of).
- XII. History and physical assessments.
- XIII. Medications
- XIV. All drugs prescribed by cost, frequency, new, refill and separated for medical, psychotropic, and HIV.
- XV. Lab testing (including testing for AIDS).
- XVI. Radiological Examinations
- XVII. Dental examinations and treatment.
- XVIII. Chronic Clinics
- XIX. Medical Grievances
- XX. Other areas as the CONTRACTOR and Administrator mutually agree.
- XXI. Clinical Institute Withdrawal Assessment (CIWA) Reporting
- 2. CONTRACTOR will provide the OWNERS Medical Contract Administrator with monthly reports of these statistical data and a complete summary annual report. The final annual report, or a separate report, is to cover any late period of contract performance not included in a prior report.

I. MEETINGS AND REPORTS

- 1. CONTRACTOR's Health Services Administrator will schedule monthly meetings to be attended by health services staff and the OWNERS Medical Contract Administrator and/or designee(s).
- 2. CONTRACTOR will hold mandatory health service staff meetings on a regular schedule and attended by available staff.
- 3. CONTRACTOR will hold regular meetings regarding quality improvement and the control of infectious diseases.
- 4. All of the foregoing meetings are to have written minutes with copies distributed to those in attendance and to the Captain of South Tower Bureau.
- 5. CONTRACTOR's Psych Providers will participate in weekly meetings regarding safety, security, and behavior management planning of psych patients.
- 6. CONTRACTOR will provide a daily report to the OWNERS Medical Contract ADMINSTRATOR and designee's. The daily report will contain the following information:
 - I. Number of Active Inmates
 - II. Prescreening Totals
 - III. HNP Totals
 - IV. MH Totals
 - V. Scanned Documents
 - VI. TB Implant Totals
 - VII. TB Positive READS Totals
 - VIII. TB Negative READS Totals
 - IX. Number of Inmates on Alcohol Detox
 - X. Number of Inmates on Drug Detox
 - XI. Inmates Needing Physical
 - XII. Inmates Needing Physical Annual
 - XIII. Inmates On prescription Medications
 - XIV. Percentage of Inmates On prescription Medications
 - XV. Inmates On prescription Psych Medication
 - XVI. Percentage of Inmates On prescription Psych Medication

XVII. Active Requests for PsychiatristXVIII. Active Requests for Dialysis ConsultXIX. Active Requests for Chronic Care

XX. Active Requests for GRIEVANCE SICK CALL
XXI. Active Requests for HIV/Health Department Sick Call

XXII. Active Requests for Discharge Plan
 XXIII. Active Requests for SNAMHS
 XXIV. Active Requests for X-Ray
 XXV. Active Requests for Labs

XXVI. Active Requests for Mental Health Sick Call - Nurse XXVII. Active Requests for Medical Sick Call Doctor

XXVIII. Active Requests for EKG

XXIX. Active Requests for Psych KITES

XXX. Active Requests for Medical Sick Call - OB/GYN
XXXI. Active Requests for Medical Sick Call - Nurse (KITE)

XXXII. Active Requests for Dental Sick Call XXXIII. Active Requests for Psych Grievances

XXXIV. Active Requests for Mental Health Step Down Evaluation

XXXV. Completed Chronic Care XXXVI. Completed Dental Sick Call

XXXVII. Completed HIV/Health Department Sick Call

XXXVIII. Completed Labs

XXXIX. Completed Medical Sick Call - Nurse (KITE)

XL. Completed Medical Sick Call Doctor

XLI. Completed Mental Health Sick Call - Nurse

XLII. Completed Psych KITES
XLIII. Completed Psychiatrist
XLIV. Completed SNAMH
XLV. Completed X-Ray

XLVI. Completed Psych GrievancesXLVII. Completed Dialysis Consult

XLVIII. Completed Mental Health Step Down Evaluation

XLIX. Completed Medical Sick Call - OB/GYN L. Completed GRIEVANCE SICK CALL

LI. Completed Discharge Plan

LII. Completed EKG

LIII. Average Completion time: Chronic Care
LIV. Average Completion time: Dental Sick Call
LV. Average Completion time: Dialysis Consult
LVI. Average Completion time: Discharge Plan

LVII. Average Completion time: EKG

LVIII. Average Completion time: GRIEVANCE SICK CALL

LIX. Average Completion time: HIV/Health Department Sick Call

LX. Average Completion time: Labs

LXI. Average Completion time: Medical Sick Call - Nurse (KITE)

LXII. Average Completion time: Medical Sick Call - OB/GYN

LXIII. Average Completion time: Medical Sick Call Doctor

LXIV. Average Completion time: Mental Health Sick Call - Nurse

LXV. Average Completion time: Mental Health Step Down Evaluation

LXVI. Average Completion time: Psych Grievances
LXVII. Average Completion time: Psych KITES
LXVIII. Average Completion time: Psychiatrist
LXIX. Average Completion time: SNAMHS
LXX. Average Completion time: X-Ray

7. CONTRACTOR will provide a daily flu report to the OWNERS Medical Contract ADMINISTRATOR. Report may be weekly during non flu seasons periods.

- 8. CONTRACTOR will provide monthly statistical reporting with year to date information and annual summery regarding pharmaceutical utilization specific to the CCDC and NVC. Information included shall minimally consist of all drugs prescribed by cost and frequency and for psychotropic and HIV separately, the prescription filled, new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation.
- 9. CONTRACTOR will provide a Monthly report that contains averages for all items reported in the daily report. The monthly report will be due n the 5th of each month. The monthly report will also contain the following information:
 - I. Total cost of prescribed medications with a list in order with cost of the top 10.
 - II. Total cost of prescribed psychotropic medications with list in order of the top 10.
 - III. Average number of inmates receiving mental health care with averages for those that are considered serious or chronic
 - IV. Average number of inmates receiving chronic care. This category should also be broken down with averages by:
 - I. Mental Health chronic care
 - II. Gastro intestinal
 - III. Thyroid Disease
 - IV. Anemia
 - V. Cancer
 - VI. Headaches
 - VII. Seizure disorder
 - VIII. Asthma
 - IX. CAD/CHF/Valve disease
 - X. Hepatitis B
 - XI. Hepatitis C
 - XII. Kidney disease
 - XIII. Pain Chronic
 - XIV. Hyperlipemia
 - XV. Transplant
 - XVI. COPD/Emphysema
 - XVII. HIV/AIDS
 - XVIII. Hypertension
 - XIX. Stroke
- 10. Provide an annual report. The annual report should provide statistical information derived from daily, weekly, monthly, and quarterly reports. It should also provide information in the following areas
 - I. Accomplishments
 - II. Staffing Analysis broken down by month
 - III. Inmates deaths
 - IV. Inmate Population census
 - V. Cost saving initiatives
- 11. Contractor will provide monthly statistics with year-to-date information and annual summary regarding pharmaceutical utilization as specific to the CCDC and NVC. Information included shall minimally consist of the top ten drugs prescribed by cost and frequency and for psychotropic and HIV separately, the prescriptions filled new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation.

J. CONSENTS TO AND REFUSALS OF CARE

- 1. CONTRACTOR will provide Inmates the opportunity to refuse medical care by executing an appropriate refusal form, which will be maintained in the inmate's medical record.
- 2. CONTRACTOR will ensure that Inmate patients about to undergo any invasive medical treatment at the CCDC will be counseled regarding the treatment and required to sign an informed consent form prior to the treatment being initiated. This form will be maintained in the inmate's medical chart.

K. DISASTER PLAN

- CONTRACTOR is to have a disaster plan developed for each Tower approved by the Captain of South Tower Bureau and be implemented within 30 Days of securing the contract.
- 2. The plan may be separate and confined to the needs of the health services department or be part of the facility's full disaster plan. If the latter, the health services portion is to contain all the necessary elements of a complete plan (e.g., names and telephone numbers of security and staff that need to be alerted; location of emergency equipment; responsibilities of various staff or posts; hospital, ambulance, fire department numbers; the triaging process; evacuation of patients from the CCDC; a backup plan).
- 3. The plan is to be drilled by the health services staff at least twice each year. Each drill shall be critiqued by a team consisting of at least the HSA, Medical Director and DON and used as an educational tool at a health services staff meeting. A copy of each disaster plan shall be provided to the Captain of South Tower Bureau. A copy of drill documentation and critique will be sent to CCDC Policies & Procedures for accreditation purposes.
- 4. CONTRACTOR will participate in the Detention Services Division's (DSD) Point Of Dispensing (POD) for mass prophylaxis drills in conjunction with the Health District and coordination of DSD's Health & Safety Officer.

L. ADMINISTRATIVE SERVICES

- CONTRACTOR will be responsible for ensuring that its staff reports in writing any problems and/or unusual
 incidents to the Captain of South Tower Bureau or designee. This includes, but is not limited to medical, security
 and personnel issues that might adversely impact the delivery of health care services, and/or the safety and
 security of the CCDC.
- 2. Inmates may be isolated in the infirmary after consultation with the physician or designee.
- 3. CONTRACTOR'S HSA will be responsible for monitoring the performance of all health care personnel rendering patient care. The Medical Director will advise the OWNER and Administrator or designee on specific clinical issues as appropriate.
- 4. CONTRACTOR will implement a Medicaid, Medicare and third-party billing system for medical services provided at the CCDC in accordance with applicable state and federal policies. The CONTRACTOR's Billing Specialist shall be responsible for ascertaining if inmates are eligible to receive Medicaid, Medicare or any other third party payments and If eligible, the CONTRACTOR shall seek reimbursement on behalf of OWNER.

M. ADA COMPLIANCE

In performing the Services required hereunder, the CONTRACTOR agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are Imposed directly on the CONTRACTOR or which would be imposed on the OWNER as a public entity, except those relating to physical accessibility of buildings and structures. The CONTRACTOR agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the OWNER. Administrator, Metro and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the CONTRACTOR or its agents in violation of the ADA.

N. HEALTH CARE GRIEVANCES

CONTRACTOR'S HSA is to maintain a written log or other record of all healthcare grievances and the response to each. The log must identify the person initiating the grievance, the nature of the complaint and be dated. It also must contain the written response of the health services staff and the date of same. In addition to the formal written response, effort should be made to respond personally wherever possible.

VII. STAFFING

A. <u>CREDENTIALS</u>

All professional staff is required to have on file in the health services administrative area evidence of current licensure, certification, or registration as required by applicable law.

B. THE STAFFING PLAN

The staffing plan will be an exhibit to the final contract. The OWNER projects that approximately 125 Full Time equivalent employees/positions (FTE's) are necessary to effectively operate the CCDC encompassing all medical activities associated with the care of inmates in Central Booking, North Tower, and South Tower. The OWNER projects that 25 to 30 FTE's will be necessary to operate the NVC. The CONTRACTOR shall provide a proposed

staffing plan that identifies the total number of FTE's with a break down by positions, shifts, and responsibilities. The contract will be based on an average population total of 3500 inmates. These inmates will be housed at the two facilities CCDC and NVC. Compensation for any inmate above to the 3500 will be on a perdiem basis. The cost of the per diem is a negotiated item.

C. PROFESSIONAL REQUIREMENTS

- CONTRACTOR will designate one duly qualified physician licensed in the State of Nevada as the Medical Director who will be responsible for making all final medical judgments. CONTRACTOR will designate at least one other physician as a backup Medical Director. OWNER and Administrator agree that matters of medical and dental judgments are the sole province of the Medical Director, physician and dentist. respectively; however, security regulations applicable to CCDC personnel also apply to medical personnel.
- 2. CONTRACTOR may enter into subcontracts with service providers, as it deems necessary to provide adequate performance of its responsibilities under this CONTRACT. CONTRACTOR assumes full responsibility for any acts or omissions of such subcontractors, as if said acts or omissions were those of CONTRACTOR, and that letting a subcontract does not relieve CONTRACTOR of its responsibility to adequately supervise the performance of work under this CONTRACT. CONTRACTOR further agrees to provide copies of any and all subcontracts, upon request of OWNER.
- 3. CONTRACTOR will be responsible as an independent CONTRACTOR for all Social Security, Federal-Income Tax, Unemployment Compensation. Workers' Compensation Insurance or other taxes or payroll deductions which may be required by law or contract for or on behalf of its employees. OWNER and Administrator are expressly relieved from any of the above-stated obligations.
- 4. Qualified health service personnel are required to be available for intake screening at all times when prisoners are received at CCDC. There will be at least three (3)RNs 24 hours a day, 7 days a week and one (1) licensed clinical social worker or psychiatric RN professional in Booking 24 hours a day, 7 days a week at a minimum when inmates are being received at that unit. Inmates will be screened immediately upon arrival by at least two (2) RNs and more when the number of bookings dictate.
- 5. CONTRACTOR will develop a written list of symptoms or behavior Indicative of mental illness or retardation to be used in the diagnosis and treatment of prisoners and will instruct CONTRACTOR's staff to refer prisoners to the psychologist or psychiatrist on the CONTRACTOR's staff. A copy of said list will be provided to and be approved by the Administrator.
- 6. It shall be the OWNER's responsibility to provide security for CONTRACTOR.

D. NEW HIRES

- The CONTRACTOR will interview staff candidates with special focus on technical expertise, emotional stability, and motivation. The final selections made by the CONTRACTOR will be subject to approval by the Administrator. The Administrator shall not unreasonably withhold approval. Current medical staff shall be provided the opportunity to apply for employment with the CONTRACTOR.
- Candidates will be required to make an on-site visit to the Correctional Facility prior to receiving a formal offer of employment. The CONTRACTOR shall hire only licensed and qualified personnel to provide on-site professional services.
- CONTRACTOR will complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license and degree will be maintained on file. The Administrator will have access to this information upon request.

E. <u>POSITION DESCRIPTIONS</u>

CONTRACTOR will provide written position descriptions at hiring to each member of the health care staff. Job descriptions will delineate employees' job responsibilities and will meet requirements of the ADA.

F. PERFORMANCE APPRAISALS

CONTRACTOR will monitor performance of health care staff to ensure adequate job performance. CONTRACTOR will regularly complete written performance appraisals of its staff. Appraisals will be done in a complete and timely manner.

G. BIO·HAZARDOUS WASTE

CONTRACTOR will dispose of bio-hazardous waste in accordance with federal, state and local laws, regulations and guidelines. Housekeeping services and laundry will be provided by the CCDC.

H. ADJUSTMENT FOR UNDERSTAFFING

In the event that the CONTRACTOR leaves any position listed in the staffing plan vacant (unstaffed) for two weeks or more in any thirty day period, the CONTRACTOR agrees to pay OWNER liquidated damages in the amount of the actual compensation cost of the vacant position. A staffing position shall be deemed filled when CONTRACTOR is paying a contracted medical employee to fill the position (The term "contracted medical employee" specifically excludes nurses or other medical professionals from staffing agencies). Compensation will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours in excess of the two week period that the position is not filled by the CONTRACTOR. The CONTRACTOR will provide a report for unstaffed hours to the CCDC Financial Officer by the 20th day of each month.

I. PERSONNEL- GENERAL

- CONTRACTOR warrants and represents that all employees to be assigned to the performance of services described in this CONTRACT shall be assigned in accordance with the staffing plan attached hereto as Exhibit E.
- OWNER reserves the right to require a change in the CONTRACTOR's staff if the assigned staff is not, in the
 reasonable judgment of CCDC, adequate to meet the needs of the CCDC medical services program, all
 applicable CCDC, NCCHC and ACA standards, and any other requirements imposed by law. CONTRACTOR's
 compensation for changes in staff will be equitably adjusted subject to mutual agreement of the parties and
 written amendment of this CONTRACT.
- 3. Replacement personnel will be with personnel of substantially equal or better ability, experience, and qualifications.
- 4. CONTRACTOR will offer an employee benefit program which Includes health Insurance, holidays, vacation, retirement, disability and educational benefits for its staff.
- CONTRACTOR will comply with the OWNER's and Administrator's drug-free workplace policies, including drug
 testing of new hires and annual random drug testing of current employees. The CONTRACTOR will pay the costs
 of all related testing events for CONTRACTOR's employees
- CONTRACTOR will provide the facility supervisors with contact list for facility emergencies and call back, updated monthly, or more frequently If necessary.

VIII. PATIENT CARE:

A. RECEIVING SCREENING/INTRA-SYSTEM FACILITY TRANSFERS:

- CONTRACTOR will give each Inmate a health screening (physical and mental) immediately upon arrival for intake at CCDC.
- 2. The screening process for new admissions must follow the NCCHC standard with the intent of Identifying potential emergency situations. Persons who require immediate medical attention will be referred for off-site emergency care and clearance. Medical and mental health screening for all others is to be completed by a qualified health care professional. Persons who need to be examined by a physician or mental health professional are to be referred for such evaluation and care as soon as possible.
- 3. Screening forms, including notes concerning disposition, will be included in the inmate's medical records.

B. <u>HEALTH ASSESSMENT</u>

- Each inmate who remains in the custody of the CCDC for a period of ten days Of longer is to have a health assessment completed by the 14th day of confinement. The history and taking of vitals may be performed by a qualified health professional and will include sexually transmitted disease screening for syphilis, gonorrhea, Chlamydia and HIV
- 2. A physician is to review and sign-off on each chart completed by a physician's assistant or nurse practitioner.

C. WOMEN'S PREVENTIVE HEALTH CARE

- CONTRACTOR will be responsible for provision of medically necessary health services to the female inmate population to include:
 - I. Pap smears annually and as otherwise needed.
 - II. Mammograms, if medical history and physician's clinical judgment determines to be necessary.
- CONTRACTOR will provide through the establishment of written policies and procedures for the care of pregnant inmates, including:
 - I. Prenatal care obstetrician
 - II. Vitamin/dietary needs
 - III. Monitoring high risk pregnancies and referrals.
 - IV. Specialist referrals
 - V. Licensed social worker services to develop aftercare plan for baby, if requested

D. <u>EMERGENCY SERVICES</u>

- CONTRACTOR will establish written policies/procedures for emergency situations. Emergency policies will
 provide for immediate response by the health staff to stabilize the inmate. Emergency services will include first
 aid and CPR service provided on-site.
- CONTRACTOR will establish and maintain contracts with area providers for emergency services to include ambulance transportation paid by CONTRACTOR. Administrator's Watch Commander will be notified of any transports to hospital. There shall be a transport sheet and report including:
 - I. Inmate name and ID #
 - II. Date/time of emergency service required
 - III. Date/time service initiated
 - IV. Nature of emergency
 - V. Date/time left
 - VI. Current final disposition

E. MEDICATION MANAGEMENT

- 1. CONTRACTOR will provide a pharmaceutical program in accordance with applicable laws that meets the needs of the inmate population. The formulary list shall be regularly updated to include newer, more advanced medications whenever reasonably possible. CONTRACTOR acknowledges that the need keeps the formulary up to date with regard to the medication for the mentally ill is particularly acute, and CONTRACTOR will make all reasonable efforts to see that the list is kept current in this regard. The medications for the mentally ill will be consistent with those medications provided by the State to maintain consistency for the patient.
- 2. CONTRACTOR's pharmaceutical program will include:
 - A medication ordering process which ensures that, the formulary is regularly updated in accordance with the terms of the CONTRACT.
 - II. Medication administration systems including therapies to be directly observed and medicines to be kept on the person of the inmate (If instituted in facility).
 - III. The requirement that routine/non-urgent medications shall be administered as soon as possible, not to exceed 12 hours of physician's order and urgent medications provided as required by physician.
 - IV. Documentation of inmate education addressing possible side effects of medication.
 - V. Documentation of medications through the utilization of a medication administration record.

- VI. Documentation of patient refusal of medication.
- VII. Requirements for physician's evaluation prior to renewal of medications including psychotropics.
- VIII. Requirement that medications will be maintained in a secure area. Logs indicating the removal and return of such medications will be maintained.
- IX. CONTRACTOR will provide policies/procedure for the removal and disposal of medications.
- X. CONTRACTOR will employ a licensed pharmacy technician to operate the pharmacy area.

F. MENTAL HEALTH CARE

- 1. CONTRACTOR will provide mental health services for individuals with acute as well as chronic mental illness.
- The types of care to be provided will include intake assessment of mental health needs, psychiatric care, individual counseling, group counseling, substance abuse treatment, crisis intervention, and provision of psychotropic medications.
- 3. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. Referral and admission to licensed mental facilities for inmates whose psychiatric needs exceed the treatment capability of the facility. The mental health team shall also work with preventive or progressive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.
- 4. CONTRACTOR will provide a compliment of Mental Health Providers and scheduling that accommodates all seven (7) days of the week.
- 5. The Contractor will provide a designated mental health Provider to conduct rounds in the disciplinary segregation areas seven (7) days per week to make contact with inmates in this setting and to determine if any individuals are de-compensating within the restrictive environment due to mental illness.
- 6. The formulary of mental health medication shall be consistent with the Nevada Adult Mental Health Services Formulary.
- 7. Inmates returning to CCDC from Lakes Crossing with medication orders will remain on said order with the same prescribed medication, dosage and method of dispensing.

G. INMATES WHO REQUIRE CLOSE MEDICAL SUPERVISION

- CONTRACTOR'S physician or psychiatric professional will develop and implement an individual treatment plan
 for each prisoner who requires close medical supervision and will include directions to medical and non-medical
 personnel regarding their roles in the implementation of said plan and in the care and supervision of the prisoner.
 The program shall include treatment plans for prisoners with conditions including, but not limited to, the
 following:
 - a. potential suicide
 - b. prisoners awaiting psychiatric evaluation, or needing follow up;
 - c. prisoners displaying unusual and inappropriate behavior;
 - d. prisoners held temporarily for transfer to Lake's Crossing and Southern Nevada Mental Health;
 - e. alcoholics;
 - f. drug-dependent prisoners
 - g. diabetics;
 - h. epileptics;
 - i. physically disabled prisoners;
 - j. prisoners requiring special diets;

- k. mentally deficient prisoners; and
- prisoners that are cardiac patient

H. HOSPITAL INPATIENT AND EMERGENCY MENTAL HEALTH CARE

- 1. The provision of emergency care for inmates is the responsibility of the CONTRACTOR, who also will have the responsibility of handling on-site emergency response for the CCDC's staff and visitors. (This responsibility extends only to the immediate response and readying the person for emergency transport).
- CONTRACTOR shall provide at the CCDC a defibrillator and an emergency crash cart to provide any and all
 interventions described by Advanced Cardiac Life Support (ACLS) protocols. The Medical Director or the
 responsible physician must be currently ACLS certified and all licensed health care staff must be currently Basic
 Cardiac Life Support certified.
- 3. All emergencies that cannot be treated on-site will be referred to the University Medical Center. The CONTRACTOR shall maintain a log of all such referrals for review by the Captain of South Tower Bureau.

I. PROSTHESES

CONTRACTOR will provide prostheses when medically indicated.

J. FOOD SERVICE WORKERS

CONTRACTOR will be required to medically screen prospective inmate food service workers for contagious disease within 24 hours of request.

K. FEES FOR MEDICAL SERVICE

OWNER maintains a "Fees for Medical Service program for the health services provided to inmates. The CONTRACTOR will be required to become knowledgeable with respect to its provisions and to cooperate in its administration and to continue to provide quarterly statistics to OWNERS Medical Contract Administrator.

L. LABORATORY SERVICES

- CONTRACTOR will provide laboratory studies as medically necessary. CONTRACTOR Will process routine and stat laboratory specimens end provide written reports in a timely manner. The primary care provider will review test results.
- CONTRACTOR will provide equipment and supplies to perform on-site laboratory testing as required by NCCHC and ACA Standards.

M. RADIOLOGICAL SERVICES

CONTRACTOR will provide radiological studies as medically necessary. CONTRACTOR will provide routine and stat radiological services on a timely basis. A board certified radiologist will interpret results.

N. DELIVERY OF DIALYSIS SERVICES

- 1. Responsibilities of Contractor.
 - In accordance with the general terms and conditions of this contract, Contractor agrees to provide to the inmates at the CCDC all necessary dialysis and dialysis-related services and supplies and administer same in accordance with applicable medical standards;
 - b. Contractor will provide a physician trained in nephrology ("Nephrologist'1for oversight of dialysis services as rendered and said physician shall be available by telephone and provide services as necessary which shall include:
 - ensuring compliance with applicable standards of care, equipment maintenance, and operations;
 - monitoring inmates during the course of dialysis treatments as appropriate, including providing on-call coverage, and referrals for hospitalization or emergency room treatment when necessary; and
 - iii. conducting monthly renal check-ups and recommendation as warranted;
 - c. Contractor will provide qualified and appropriately licensed Registered Nurse(s) and technical staff as indicated by industry standards;

- d. Except as otherwise provided in Subsection N(2) below, Contractor will provide, and maintain in proper working order, all equipment required for the provision of dialysis and dialysis-related services;
- e. Contractor will provide all office supplies required by Contractor in the performance of its duties under this Subsection:
- Contractor will administer other non-dialysis related medications prescribed by treating physical and provided by Health Services;
- g. Contractor will arrange to have performed all appropriate lab testing and interpretation, including dietary review and recommendation as warranted;
- Contractor will perform preliminary water analysis and thereafter periodic water analyses as medically indicated:
- Contractor will provide and document appropriate Quality Assurance activities for Health Services' review, including Contractor's compliance with its Continuing Quality Improvement Program reviews by oversight committees, and compliance with all regulatory agencies;
- j. Contractor will maintain proof of all applicable licensures and certifications;
- k. In the event that Contractor's on-site services are interrupted, Contractor will arrange for dialysis services to occur off-site at a dialysis center located in Clark County, Nevada for a fee of \$450.00 per treatment;
- I. Section VI(L)(4) of Exhibit A of the original agreement applies to this amendment. Contractor will provide an itemized invoice at the end of each calendar month which includes, at a minimum, the inmate's name, ID number, dates of treatment, physician requesting the treatment, services performed, fee for the services provided, and the efforts of Contractor to obtain reimbursement from Medicaid, Medicare, or any other third party for these services.
- m. Contractor will provide on-site training to referred, medically appropriate inmates preparing for peritoneal dialysis (PD) treatment, as needed in order for the inmate to successfully self- administer the dialysis fluid exchange associated with Continuous Ambulatory Peritoneal Dialysis (CAPD):
- n. Contractor will provide PD-trained inmates a minimum of one (1) on-site evaluation per month by a qualified PD nurse or physician with the evaluation to include a review of the inmate's monthly blood chemistries to determine the effectiveness of the peritoneal dialysis; and
- Contractor will provide consultation to Owner's staff as needed to address concerns and questions regarding peritoneal dialysis.

2. Responsibilities of Owner:

- a. Owner will provide appropriate and adequate space and water utilities for treatment to be rendered, which meets all safety and OSHA requirements;
- b. Owner will provide all appropriate wiring necessary for the provision of dialysis and dialysis-related services, including for telephone, fax and computer;
- c. Owner will provide all appropriate safety and security personnel; and
- d. Owner will provide inmate transport in the event off-site dialysis becomes necessary.

O. CONTINUITY OF CARE

1. Responsibility of the Contractor

- a. The Contractor shall provide continuity of care from admission at the intake receiving screening to transfer or discharge from the facility, including referral to community-based providers, when indicated.
- b. The Contractor shall provide one full-time discharge planner and establish a referral network and consolidate this information into a concise electronic file for staff use when coordinating linkage for care upon release. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release planning.
- c. The Owner will make every attempt to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care.
- d. The Contractor's health services will, regardless of advance notice of pending release, inform and educate inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration.

IX. MEDICAL AND DENTAL SERVICES:

- A. CONTRACTOR will provide on-site primary health care services in accordance with ACA, NCCHC and the CCDC's standards. The CONTRACTOR's program of on-site primary health and preventive services shall include, at a minimum, health and preventive services as follows:
 - 1. Physician attended sick call: Sick call will be conducted under the direction of a physician seven (7) days a week, sixteen (16) hours a day, in both North Tower South Tower and NVC and will include: physician assistant sick call, psychiatric sick call, histories, physicals, and dental sick call. Administrator will provide officers for security.
 - 2. Any inmate presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next sick call.
 - 3. Procedures for identification and referral of conditions requiring secondary and tertiary services.
 - 4. Administration and monitoring of medication.
 - 5. HIV Antibody testing: HIV antibody testing shall be performed on a voluntary basis with pre and post-test counseling as appropriate. Testing shall consist of "ELISA" screening with confirmation by "Western Blot" testing or its equivalent. In the case of inmates testing "indeterminate" by these tests, "Branched chain DNA (b-DNA)" testing shall be conducted. All individuals identified as HIV positive will receive a baseline chest x-ray.
 - 6. CONTRACTOR agrees to provide registered nurses, licensed practical nurses and necessary medical supplies to draw blood, or any other applicable test, from ell prisoners required to submit to such exams In accordance with NRS Chapter 201.356 or any other similar statute. OWNER will provide all laboratory analysis related to the tests performed at no cost to CONTRACTOR. OWNER will provide blood collection kits.
 - 7. PPD skin testing (Mantoux method) shall be performed on all persons incarcerated ten (10) days or longer and on those where there is clinical suspicion that pulmonary disease consistent with TB is present.
 - 8. A 12-lead electrocardiogram (ECG) for any inmate exhibiting clinical signs or symptoms consistent with heart disease, hypertension, diabetes mellitus or other conditions where an electrocardiogram is recommended as a baseline.
 - 9. Oral health history, examination, diagnosis and classification as appropriate.
 - a. Health education consisting of:
 - I. Orientation to health services availability and health benefits (consisting of services that are included and excluded); and
 - II. Infectious diseases information including sexually transmitted diseases and blood home pathogens; and
 - III. Other subjects as mutually agreed by the CONTRACTOR and OWNER.

B. SECOND AND TERTIARY MEDICAL CARE SERVICES

- CONTRACTOR shall use its best efforts to consolidate the scheduling of consultative off-site appointments and services for inmates with hospitals and other health care providers to minimize the impact upon security staff and available vehicles.
- 2. All recommendations involving any special procedures or non-routine follow-up must be communicated between the consultant and the CONTRACTOR's Medical Director or designee. Each activity must result in a legible report in the inmate's medical record within 72 hours of the encounter. When an inmate is returned to the CCDC, the CONTRACTOR must place a written report in the medical record based upon a discussion with the off-site consultant that contains the following:
 - I. Reason for the consultation (subjective).
 - II. Appropriate exam/lab findings (objective).
 - III. Diagnosis (assessment) including specific recommendations.
 - IV. Discharge plan(s) as appropriate.

- V. Follow-up appointment (if necessary).
- 3. CONTRACTOR shall be responsible for identifying to the Captain of South Tower Bureau all inmates deemed to have serious acute chronic medical conditions. The CONTRACTOR shall at the request of OWNER provide all necessary medical information in an expeditious fashion to allow for rapid decision-making.

C. INPATIENT-INFIRMARY AND DETOXIFICATION SERVICES:

- 1. CONTRACTOR shall manage and operate the inpatient infirmary and detoxification unit.
- CONTRACTOR shall manage and operate the Clinical Institute Withdrawal Assessment (CIWA) protocol for a holding cell in Booking
- Operation and management of these units shall include 24-hour per day on-site supervision of the infirmary by a
 Registered Nurse. When intravenous medications are being administered, a Registered Nurse must be
 physically present in the infirmary at all times.
- 4. CONTRACTOR will provide:
 - I. A medical Physician and Psychiatrist on-call 24 hours per day.
- II. Infirmary rounds to be conducted by a mid-level practitioner seven (7) days a week and by physicians Monday through Friday, excluding holidays. Daily notes entered by a physician or mid-level practitioner are required on week days. Progress notes entered by mid-levels must be countersigned by the responsible physician within 48 hours.

A manual of nursing care procedures to be followed for these units.

- IV.A complete in-patient record for each patient admitted to the infirmary including admission work-up, problem list and discharge planning. The admission work-up note shall include the statement of the problem or complaint, the findings of the appropriate clinical exam, the assessment to its highest level of resolution (may include several rule-out diagnoses) and the Infirmary plan. The plan must include expected length of stay, the need for vital signs and any additional diagnostic studies. The plan should also contain special diet requirements and level of acuity. All infirmary encounters shall be documented in the inmate's medical record.
- . V. Discharge planning with discharge note prior to discharge from the infirmary. The discharge note must include an up-to-date problem list, final diagnosis, and assessment of the resolution of the problem, discharge medications and scheduled return appointment to a Physician or mid-level Practitioner.

D. <u>NUTITIONAL SERVICES</u>

D

- ONTRACTOR will be responsible for cooperating with the CCDC's established food service program to ensure
 provisions of medically necessary diets. The following diets may be ordered from Food Services:
 - I. Soft diets (chewing digestive)
 - II. Low sodium
 - III. ADA diabetic
 - IV. Liquid
 - V. Clear
 - VI. Pregnancy
 - VII. Allergic diets
- 2. CONTRACTOR is responsible to institute and discontinue diets as appropriate excluding religious diets.

E. ORAL HEALTH CARE PROGRAM

- CONTRACTOR shall develop and implement an oral health care program consisting of diagnostic and emergency care as appropriate. The Dental Director shall plan, organize, staff, direct, evaluate and represent the oral health care program. The program shall be staffed by Dentists, Registered Dental Hygienists, and/or certified Dental Assistants as required.
- 2. The oral health program shall function under established CCDC policies, procedures and standards of care.
- 3. The oral health program shall provide for the basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection. The provision of these services shall be prioritized in a manner that approximates the following:
 - I. Emergency services for the relief of pain, bleeding, infection, trauma. etc.
 - II. Essential Oral surgical services.
 - III. Diagnostic services and documentation.
- 4. On-site service to cover the oral health care needs as required.
- 5. CONTRACTOR shall be responsible for: the maintenance of the existing oral health equipment in ideal working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; and the provision of quality services at a level consistent with local community standards for dental care in terms of the above-stated priorities.

F. INMATE COMPLAINT/GRIEVANCE

- 1. CONTRACTOR will establish policies and procedures addressing the handling of inmate complaints related to health services, including an appeal process.
- 2. CONTRACTOR will develop a system for tracking complaints from receipt to resolution. The CONTRACTOR shall respond to a complaint within 72 hours from day of receipt.
- 3. CONTRACTOR will generate and provide to the South Tower Bureau Captain a monthly report, to include the number of complaints received and for each complaint: the inmate name, ID#, date of complaint, description, date of response end resolution.
- X. REVISIONS TO EXHIBIT E CLARK COUNTY DETENTION CENTER PROPOSED STAFFING (Overall Summary): OWNER agrees to consider CONTRACTOR'S proposals for flexibility in terms of staffing by CONTRACTOR to accomplish the goal of providing quality, cost-effective health care services to the inmates of the Clark County Detention Center. All revisions to Exhibit E, Clark County Detention Center Proposed Staffing (Overall Summary) by CONTRACTOR are at the discretion of OWNER and must be approved in writing, prior to implementation of same.

EXHIBIT 2 RFP NO. 603160-13

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SCREENINGS AND GENERAL INFORMATION													2013
THE STREET STREET STREET	January	February	March	April	May	June	July	August	September	October	November	December	YTD
DAILY POPULATION	3583	3675	3701	3857	3946	3932	3887	3908	4036	4440	4341	4325	47630
TOTAL BOOKING SCREENINGS	22065	21170	21885	21515	22407	22011	21838	21637	19608	21568	24648	24212	26456
INFORMED CONSENT	4486	4124	4373	4423	.4643	4206	3694	3923	3713	4084	5107	4627	51402
RECEIVING SCREENING	7138	6346	7240	6955	7266	6854	6409	7164	6482	7131	7992	7540	84516
MENTAL HEALTH ASSESSMENT	4475	3974	4430	4266	4410	4106	3861	4113	3907	4298	4851	4517	51207
MENTAL HEALTH EVALUATION	1422	1426	1373	1511	1602	1520	1496	1610	1683	1851	1762	1672	18929
HEALTH ASSESSMENT	4485	3819	4469	4359	4487	4164	3869	4105	3843	4228	4936	4580	51343
TOTAL DETOX PATIENTS	476	407	534	468	585	514	498	451	466	513	644	565	6120
TOTAL SUBMITTED SICKCALL REQUESTS	191	208	209	448	562	513	226	497	489	468	618	564	4992
TOTAL X-RAYS	306	305	326	321	300	276	315	294	315	346	330	304	3737
TOTAL TB GIVEN	4478	3868	4412	4277	3689	4167	3876	4271	3880	4268	4058	4583	49828
TOTAL TB READ	2209	2033	2250	2279	1973	2345	2178	2259	2483	2731	2171	2580	27490
TOTAL TB POSITIVE	54	46	52	45	42	41	40	46	63	69	46	45	588
TOTAL TB ACTIVE	0	0	0	1	0	0	1	0	1	1	0	0	5
PHARMACY													2013
A CHARLES THE THE LATE OF THE ADDRESS AND	January	February	March	April	May	June	July	August	September	October	November	December	YTD
MEDICATION ORDERS	16036	13549	15594	14985	16897	15041	14603	15632	15794	16123	18587	16546	18938
NON-FORMULARY MEDICATION ORDERS	267	261	235	150	150	143	204	205	245	270	165	157	2451
PSYCH MEDICATION ORDERS	1057	984	980	1110	1122	1032	1078	1146	1036	1140	1234	1135	13054
INMATES ON MEDICATIONS	3879	3633	3857	3972	4134	3950	3847	3854	3860	4246	4547	4345	48124
AVERAGE INMATES ON MEDICATIONS PER DAY	1530	1555	1542	1623	1678	1668	1647	1642	1694	1863	1845	1834	20121
INMATES ON PSYCH MEDICATIONS	982	943	957	1009	1062	1056	1079	1054	1102	1108	1168	1162	12681
AVERAGE INMATES ON PSYCH MEDICATIONS PER DAY	575	573	575	614	662	670	601	567	626	688	728	737	7616
CHRONIC CARE			051500	No.									2013
	January	February	March	April	May	June	July	August	September	October	November	December	YTD
ANEMIA	13	17	22	20	32	23	15	13	15	20	14	18	222
ASTHMA	561	477	605	498	602	543	297	374	437	513	389	516	5812
CAD/CHF/VALVE DISEASE	89	58	88	55	87	62	74	79	69	65	82	63	871

CANCER	55	41	54	43	43	41	30	25	24	44	26	44	470
CIRRHOSIS	0	0	1	1	0	0	0	0	0	1	0	0	3
COPD/EMPHYSEMA	9	14	15	17	20	12	13	16	21	17	18	17	189
DIABETES	253	208	237	242	259	241	219	232	217	249	241	225	2822
GI	28	39	48	39	54	56	50	40	34	40	41	42	509
HEADACHES	31	35	42	32	52	34	32	35	34	33	37	38	434
HEPATITIS B	2	3	2	7	7	4	6	10	7	7	10	4	68
HEPATITIS C	59	47	59	56	78	72	45	51	56	58	57	61	699
HIV/AIDS	21	17	19	18	17	22	32	21	24	21	25	27	264
HYPERLIPIDEMIA	67	50	57	45	41	62	47	25	51	46	56	53	600
HYPERTENSION	756	664	730	678	711	628	603	620	615	678	690	718	8090
KIDNEY DISEASE	2	1	1	2	2	4	2	. 0	1	2	2	1	22
MENTAL HEALTH CHRONIC CARE	144	186	129	178	204	142	240	271	190	184	281	201	2349
PAIN-CHRONIC	176	187	205	153	209	221	208	212	201	210	221	202	2405
SEIZURE DISORDER	246	217	212	275	261	217	202	205	213	283	213	234	2778
STROKE	10	8	7	1	6	10	2	1	1	1	1	8	56
THYROID DISEASE	84	46	65	61	75	55	58	51	53	62	50	53	711
TRANSPLANT	0	1	0	0	. 0	1	15	0	0	0	0	1	19
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INFECTIOUS DISEASE								宣奏到自	STATE OF THE STATE	表示张生态	100		2013
	January	February	March	April	May	June	July	August	September	October	November	December	YTD
SYPHILIS	0	0	0	0	0	0	0	0	0	0	0	0	0
CHLAMYDIA	0	1	0	1	0	0	0	0	0	1	0	1	5
HERPES	0	0	0	1	1	2	0	0	0	1	0	0	6
SCABIES	0	1	0	1	1	0	0	0	0	1	0	1	6
LICE	1	0	0	0	0	0	0	0	0	0	0	0	1
GONORRHEA	0	0	0	0	1	0	4	0	0	0	0	0	6
MRSA	3	1	2	2	4	4	1	0	0	2	0	1	22
MRSA POSITIVE LABS	0	0	0	0	0	0	0	0	0	0	0	0	0
DENTAL			o and										2013
	January	February	March	April	May	June	July	August	September	October	November	December	YTD
TOTAL DENTAL SICK CALLS	946	685	871	878	000	027	005		800	880	1095	THE RESERVE OF THE PARTY OF THE	10497
	946	000	9/1	8/8	996	837	805	783	800	000	1032	921	1 1049/

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SICK CALLS COMPLETED													SECTION AND ADDRESS OF THE PERSON AND ADDRES
	January	February	March	April	May	June	July	August	September	October	November	December	N N N N N N N N N N N N N N N N N N N
TOTAL SICK CALLS COMPLETED	8741	7472	8532	9086	9912	8787	8945	9413	9451	10396	10903	10878	8 20
CHRONIC CARE	360	322	306	342	336	320	292	318	332	352	331	348	t
DIALYSIS CONSULT	19	20	13	13	15	18	17	15	18	14	16	21	t
DISCHARGE PLAN	9	17	4	5	7	7	11	9	13	9	11	18	t
EKG	57	50	52	67	74	64	58	44	43	69	46	53	t
HIV/HEALTH DEPARTMENT SICK CALL	32	72	47	33	41	72	50	25	81	65	59	77	t
LABS ORDERED/RESULTED	649	626	656	737	1417	700	751	817	768	759	850	676	t
MEDICAL SICK CALL - NURSE (KITE)	3509	3311	3414	3484	3444	3326	3667	3823	3858	3588	3975	3576	t
MEDICAL SICK CALL - OB/GYN	40	47	44	48	45	46	39	45	52	50	47	51	t
MEDICAL SICK CALL DOCTOR	1671	1651	1654	1703	1681	1530	1694	1648	1691	1754	1714	1783	t
MENTAL HEALTH PSYCHIATRIST	1975	1628	1838	2025	2186	1851	1819	2014	1915	2086	2095	1758	t
MENTAL HEALTH SICK CALL - SOCIAL WORKER	70	85	88	128	95	90	85	91	112	131	114	108	t
PSYCH SICKCALL REQUESTS	725	662	727	855	881	881	1108	2027	1057	880	2108	715	T
SNAMHS	0	0	0	0	0	154	198	162	167	167	171	169	t
MENTAL HEALTH STEP DOWN EVALUATION	0	0	0	0	0	0	0	. 0	4	3	6	4	Į
OFF-SITE SERVICES									a a				100
SERVICE TO SERVICE SER	January	February	March	April	May	June	July	August	September	October	November	December	t
TOTAL OFF-SITE SERVICES	157	140	111	215	107	152	133	134	142	127	132	167	100
TOTAL ER VISITS	24	20	19	17	14	35	15	26	22	23	27	25	t
TOTAL AMBULANCE RUNS	34	18	31	17	18	43	13	24	31	17	25	19	T
TOTAL OFF-SITE DENTAL	1	0	1	0	0	0	0	2	0	0	2	0	t
TOTAL ONSITE LAB UNITS	34	24	24	45	57	37	55	53	43	46	55	47	T
TOTAL ONSITE RADIOLOGY UNITS	0	0	0	0	0	0	0	0	0	0	0	0	T
TOTAL INPATIENT HOSPITAL STAYS	20	13	4	11	21	22	4	18	21	11	18	14	T
TOTAL INPATIENT DAYS	69	66	50	51	99	221	19	44	68	52	46	71	T
AVERAGE INPATIENT DAYS	4	6	6	5	5	11	5	3	4	5	3	6	I
SPECIALTY SERVICES	2013												L
SI ECIAETI SERVICES	YTD YTD												L

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OUTPATIENT AMBULATORY SURGERY	1				ļ			
CHEMOTHERAPY SERVICES	19		 					
CONSULT-CARDIOLOGY/CARDIO SURG	4							a
CONSULT-DENTAL/ORAL SURGERY	9		<u> </u>					
CONSULT-DERMATOLOGY	6							
CONSULT-GASTROENTEROLOGY	7							
CONSULT-GENERAL SURGERY	40							
CONSULT-HEMATOLOGY/ONCOLOGY	25							
CONSULT-INFECTIOUS DISEASE	89							
CONSULT-NEUROLOGY	16							
CONSULT-NEPHROLOGY	4							
CONSULT-OB/GYN	307			-				
CONSULT-ORTHOPEDIC SURGERY	147							
CONSULT-PODIATRY	4							
CONSULT-PLASTIC SURGERY	22							
CONSULT-UROLOGY	16							
CONSULT AND RADIOLOGY EXAM	1				4]	
HOSP EMER RM- NO ADMIT, NO AMB	7				+1			
HOSP EMERGENCY RM W/AMBULANCE	87							
ONSITE DENTAL/HYGIENIST	12							
ONSITE NEPHROLOGY	211	X						
ONSITE PODIATRY	1							
INPATIENT MEDICAL W/AMBULANCE	107							
INPATIENT MEDICAL, NO AMB	111							
INPATIENT SURGERY, NO AMB	1				-			
DIAGNOSTIC EXAMS AT HOSPITAL	15							
DIAGNOSTIC RADIOLOG AT CENTER	7							
ONSITE LAB	38							
ONSITE OB/GYN	757	4					334	
ONSITE RADIOLOGY	12							
OUTPATIENT OBSERVATION	22							
OUTPATIENT OBSERVATION W/AMB	29							
CONSULT-OPTOMETRY	1							
CONSULT-OPHTHALMOLOGY	26							

CONSULT-OTOLARYNGOLOGY/ENT	3						
PHYSICAL/OCCUPATIONAL THERAPY	44						
RADIATION THERAPY	32						